



80 East Market Street
Rhinebeck, New York 12572
(845) 876-3409
(845) 876-5885/Fax

TOWN of RHINEBECK

March 26, 2015

Re: Town of Rhinebeck Asbestos Abatement Project Request for Proposal

Dear Potential Bidder:

The Town of Rhinebeck (Town) is seeking bids for a company to prepare an asbestos removal plan, to monitor the asbestos removal according to the plan and to do air sampling during the removal process. Attached is a Request For Proposal (RFP) for this work.

Once the Town has received the asbestos removal plan from the successful bidder, the Town will prepare a second RFP for the actual asbestos removal work according to that plan.

Please review and bid on the enclosed RFP if it falls within your company's expertise. If your company only removes asbestos, you will be included in the second RFP bidding notifications.

Very truly yours,

/s/

Jon Gautier
Town Clerk

Enclosures

REQUEST FOR PROPOSAL
ASBESTOS REMOVAL PLAN, PROJECT MONITORING AND AIR SAMPLING
IN BOILER/UTILITY ROOM AT THE TOWN OF RHINEBECK TOWN HALL
March 25, 2015

The Town of Rhinebeck (hereinafter the "Town") is inviting qualified persons having an asbestos handling license from New York State to submit a bid for (1) preparing a plan for asbestos removal, including submission of such plan to all regulatory authorities, (2) project monitoring and (3) air sampling with regard to the boiler/utility room at the Town Hall located at 80 East Market Street, Rhinebeck, New York. The actual asbestos removal work will be done pursuant to an award issued in connection with a separate Request for Proposal.

A successful proposal will highlight the VENDOR's willingness and experience to:

- Prepare expeditiously a project plan for asbestos removal.
- Experience in preparing such a plan for removal of asbestos in piping and in a furnace.
- Ability to obtain all regulatory approvals.
- Flexibility to start monitoring and air sampling as soon as asbestos abatement company can start work.
- Ability to stay with project until the asbestos abatement is successfully concluded.
- Ability to work with Town Officials and Town Maintenance Supervisor in completing project.
- Support and assist the Town with Federal, State and Local project-specific approvals that are required.

GENERAL SITE CONDITIONS

The Town Hall was built in 1939. The plans for the building are available for inspection.

SCOPE OF SERVICES

A detailed Scope of Services is shown in **Attachment A**.

DEFINITIONS

The Town of Rhinebeck, within the context of this project, will also be referred to as the "TOWN".

The bidders will be referred to as the "VENDOR".

The word "BID" as used herein refers to the proposal to be submitted pursuant to this Request for Proposal.

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GENERAL

VENDORS wishing to be considered in the selection process must submit four (4) copies of their proposal no later than **12:00 PM, local time, Tuesday, April, 21, 2015**. The complete proposal package shall be plainly marked as shown below. The **Asbestos Removal Plan, Project Monitoring and Air Sampling at the Town of Rhinebeck Town Hall** package (four copies) shall contain the completed:

1. TRANSMITTAL LETTER and BID SHEET
2. DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
3. CERTIFICATION OF NON-COLLUSION BY BIDDERS
4. STATEMENT AND PROOF OF REQUIRED INSURANCE COVERAGE
5. MARK-UP OF PROPOSED AGREEMENT

and delivered or sent by overnight courier to:

Mr. Jon Gautier
Rhinebeck Town Clerk
Rhinebeck Town Hall
80 East Market Street
Rhinebeck, New York 12572

Project Name: Asbestos Removal Plan, Project Monitoring and
Air Sampling at the Town of Rhinebeck Town Hall

The TRANSMITTAL LETTER and BID SHEET **Attachment E** must be signed by a person authorized to submit and sign a proposal, and include the person's title, address, telephone number, and e-mail address. Proposals received after the designated time will not be considered and will be retained unopened until after award. Completed, signed, sealed Non-Collusive and Bid Bond documents (see **Attachment D**) shall be included in this Request for Proposal response. If it becomes necessary to revise any part of this Request for Proposal or otherwise provide additional information, an addendum will be issued by the Town and faxed or mailed to Request for Proposal holders. The Town will not be liable for any costs incurred by the VENDOR in replying to this Request for Proposal. The Town is not liable for any costs for work or services performed by the selected VENDOR prior to a written Notice to Proceed. **The Town reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the selection process.**

Requests for further information or questions regarding this Request for Proposal should be addressed only to the individual listed below.

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Any oral communication will be considered unofficial and non-binding. Proposers shall rely only on (1) questions and answers posted on the Town website or (2) written addenda issued by the individual listed below.

Joseph Gelb
Town Council Person
80 East Market Street
Rhinebeck, New York 12572
Telephone: (845) 876-6855
(845) 876-3409
Email: joseph.gelb@weil.com

This Request for Proposal may be mailed to you upon request or picked up at the Rhinebeck Town Hall. To the extent permitted under New York State law, all proposals will be kept confidential. In the event any proposed VENDOR believes that any information submitted with its proposal is confidential, classified or proprietary business information, such information should be explicitly identified and marked. The reason for such designation should also be stated.

Proposals will only be accepted from VENDORS authorized to do business in the State of New York.

PRE-BID MEETING AND SITE INSPECTION

There will be a pre-bid meeting and site inspection at 2:00 PM on Wednesday, April 1, 2015, at the Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, NY 12572.

If you cannot attend the meeting, you can arrange a site inspection by calling Rochelle Adair at 845 876 4805 ext 19, between 9AM and 1PM Monday to Friday.

WOMEN AND MINORITY BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the Town that Small, Women's, and Minority Business Enterprises (S/W/MBE) shall be encouraged to participate in all Requests for Proposal. Information on MBE or WBE certification may be obtained at <http://www.esd.ny.gov/MWBE.html>.

INSURANCE

The VENDOR shall at all times maintain in force during the term of this AGREEMENT and shall provide evidence satisfactory to the Town, of the following policies of insurance as detailed in Attachment C. Vendor shall provide with the bid a statement and proof that it maintains the requisite insurance or, if not, what insurance it does not carry.

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SELECTION PROCESS AND SCHEDULE

The proposals considered in the selection process will be evaluated according to the criteria presented below. The VENDOR selection will be made using the following criteria/priorities:

1. Completeness
2. Cost
3. Qualifications
4. Ability to meet the Town's proposed schedule, including number of days required to complete and submit the Asbestos Removal Plan after signing of contract
5. Attention to detail in the submitted proposal
6. Clarity of submitted proposal
7. Least suggested substantive changes in the proposed Agreement for Professional Services

The Town requires that the VENDOR direct any questions to the aforementioned Town Contact Person or to Robert Fitzpatrick, Town Maintenance Supervisor. The Town, because of time constraints and depending upon the thoroughness of the proposals, may at its sole option, award a contract based upon the initial proposal submittal. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as "best and final offer." The Town may either select a VENDOR based solely on the proposals, or interview the highest rated VENDOR(S). If the Town intends to hold interviews, the VENDORS to be interviewed will be contacted to schedule an interview. Following selection of the highest rated VENDOR(S), a letter will be sent to all VENDORS informing them of the Town's determinations. The Town will negotiate the final contractual terms of services with the highest rated VENDOR and, upon successful negotiation; an award recommendation will be made. Contract award will be made to the VENDOR whose proposal best complies with this Request for Proposal and will be the most advantageous to the Town.

The following is the proposed **schedule** for this project:

- | | |
|--|---------------------------|
| a) Send out Request for Proposal | Wednesday, March 25, 2015 |
| b) Pre-Bid Meeting and Site Inspection | Wednesday, April 01, 2015 |
| c) Inspection period ends | Monday, April 13, 2015 |

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- | | |
|---|---------------------------|
| d) Bids due | Tuesday, April 21, 2015 |
| e) Award (Tentative) | Wednesday, April 22, 2015 |
| f) Signing of Agreement | Monday, April 27, 2015 |
| g) Asbestos Removal Plan due | Wednesday, May 06, 2015 |
| h) Project Monitoring and Air Sampling start
with asbestos abatement work* | Monday, June 08, 2015 |
| i) Asbestos abatement work complete* | Wednesday, June 17, 2015 |

* Items h) and i) are subject to the schedule of the company selected to do the asbestos abatement work.

PROPOSAL SUBMISSION DATA

The following information must be included in each proposal and will form the basis of the evaluation.

1. COST

- TRANSMITTAL LETTER and completed BID SHEET– **Attachment E.**

2. EACH PROPOSAL SHALL ALLOW THE TOWN TO ASSESS THE FOLLOWING:

- That the selected VENDOR has a clear and complete understanding of the work and coordination processes associated with the project.
- That the VENDOR has related experience by including summaries of at least three similar projects that VENDOR has completed in the past four years. These summaries should be recent. Please include the name of the customer, the main contact, and a contact phone number. These contacts will be used as references.

3. ABILITY OF THE VENDOR TO UNDERTAKE THE PROJECT

The PROPOSAL should document the following, as applicable:

- Qualifications, education and relevant current experience of the key team members as a team and as individuals.
- The financial and technical ability to perform all services and tasks outlined herein.

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- That the team members have significant sound and current experience in design of project plans, project monitoring and air sampling.
- Knowledge of 12 NYCRR Part 56.
- The absence of any existing undisclosed or threatened legal actions, claims, or encumbrances and liabilities that may affect the work.
- That the VENDOR is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of the work described herein.

4. ABILITY OF THE PROJECT MANAGER

Include the name and qualifications of the project manager assigned to this project, including whether the project manager has direct experience with like projects. Describe the project planning, coordination, and ability to complete the project within the agreed upon project schedule.

5. COMPENSATION REQUIREMENT

The PROPOSAL should document the VENDOR cost information. A breakdown of individual project components shall be included as per Bid Sheet.

6. CHANGES TO PROPOSED AGREEMENT

The Town is ready to enter into the Agreement for Professional Services contained in this Request for Proposal. In this regard the Town will favor VENDORS suggesting the fewest substantive changes in the draft Agreement attached as Attachment H.

7. RESERVATION OF RIGHTS

The Town reserves the right to:

- Reject any and all bids received with respect to this invitation;
- Decline to award a contract from this invitation;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of this invitation;
- Waive or modify irregularities in bids;
- Request additional information deemed necessary to more fully evaluate a bid or absent required forms.

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- Amend this invitation after its release, with appropriate notice posted on the Town's website, and
- Negotiate with any or all bidders within the bid requirements, in the best interest of the Town.

DELIVERABLES OF THE VENDOR TO THE TOWN

Description	No. of Copies
1. Transmittal Letter and Completed Bid Sheet.....	4
2. Completed Disclosure of Prior Non-Responsibility Determinations.....	4
3. Completed Certification of Non-Collusion by Bidders	4
4. Completed Statement and Proof of Required Insurance Coverage	4
5. Mark-up of Proposed Agreement.....	4

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ATTACHMENT A

SCOPE OF SERVICES

The Scope of Services shall include the following:

1. The Vendor will design an asbestos removal plan ("Plan") for the Boiler/Utility Room at the Rhinebeck Town Hall, 80 East market Street, Rhinebeck, NY 12572 and submit and obtain approvals and/or permits from all necessary regulatory authorities to commence work to abate such asbestos from the furnace and pipes in that Boiler/Utility Room, other than approvals and/or permits which must be obtained by the entity doing the actual asbestos abatement work.
2. The Vendor will monitor the implementation of the Plan.
3. The Vendor will conduct air sampling during the implementation of the Plan.
4. The Vendor will perform all its work under this Agreement in conformity with 12 NYCRR part 56.
5. The Vendor will cooperate with the Town to facilitate the prompt removal of the asbestos from the Boiler/Utility Room and shall report to the Town any failures by the asbestos removal company to perform the work for which it is engaged in a safe and proper manner.

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ATTACHMENT B

PREVAILING WAGES

1. If Vendor determines this work is covered by Prevailing Wage Guidelines, Vendor shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Labor Department, for corresponding classes of laborers and mechanics employed on similar projects in the area. Initial advice the Town received was that the work covered by this Request for Proposal is not subject to Prevailing Wage Guidelines.

2. Additional information with respect to the current New York State prevailing wage may be obtained from:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do>

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**ATTACHMENT C
Insurance Requirements for Town of Rhinebeck**

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Vendor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of Rhinebeck certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2 form and a DB-120.1 form must be completed by the insurance carrier, attesting to the existence of proper insurance coverages. The insurance coverage must be under the Company name, Federal employer identification number and policy number issued to the Bidder. Waiver of Subrogation to be included.
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of Rhinebeck and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Vendor waives all rights of subrogation or similar rights against Town of Rhinebeck, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.

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- A. Town of Rhinebeck and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
- B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of Rhinebeck, assigns, officers, employees, representatives and agents.
- C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000 per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of Rhinebeck as the Named Insured, and maintained during the life of this contract which will protect the Town of Rhinebeck from claims for damages for Bodily Injury and Property Damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.
- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of Rhinebeck. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of Rhinebeck no less than thirty (30) days prior to expiration or cancellation.

The Vendor shall furnish to Town of Rhinebeck Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of Rhinebeck as an Additional Insured by endorsement. The Vendor acknowledges that failure to obtain such insurance on behalf of the Town of Rhinebeck constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Rhinebeck. The failure of the Town of Rhinebeck to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Rhinebeck.

The cost of furnishing the above insurance shall be borne by the Vendor, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

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ATTACHMENT D

CERTIFICATION OF NON-COLLUSION BY BIDDERS

**No bid will be considered unless this Certification remains attached to and
is submitted with the Bid**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the

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Board of Directors' signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signature _____

Name (printed) _____

Company Position _____

Company Name _____

Date Signed _____

Notary

State of New York

County of _____

Sworn to before me this ____ day of _____

Notary Public

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ATTACHMENT E

**TRANSMITTAL LETTER and BID SHEET
BOILER/UTILITY ROOM – ASBESTOS REMOVAL PROJECT**

[Company Letterhead]

Re: ASBESTOS REMOVAL PROJECT

Dear Rhinebeck Town Board:

Pursuant to the Town of Rhinebeck's Request for Proposal dated March 25, 2015, attached is our bid for (1) preparing the asbestos removal plan, including submissions to all regulatory authorities, (2) project monitoring and (3) air sampling.

We are enclosing with this letter our:

1. Completed Bid Sheet
2. Completed Disclosure of Prior Non-Responsibility Determinations
3. Completed Certification of Non-Collusion by Bidders
4. Completed Statement and Proof of Required Insurance Coverage
5. Draft Agreement for Professional Services showing proposed changes.

This bid shall remain in full force and effect until July 1, 2015.

Very truly yours,

By: _____

Name: _____

Title: _____

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BID SHEET: BOILER/UTILITY ROOM – ASBESTOS REMOVAL PROJECT

1. Cost of Asbestos Removal Plan, including submissions to all regulatory authorities \$ _____
2. List of each permit required for entire project and cost of each
 - a. _____ \$ _____
 - b. _____ \$ _____
 - c. _____ \$ _____
 - d. _____ \$ _____
3. Cost of project monitoring \$ _____
4. Cost of air sampling \$ _____
5. Total cost \$ _____
6. Number of days needed to prepare and submit Asbestos Removal Plan to appropriate regulatory authorities _____
7. List similar jobs you have done in the last four years

JOB	CONTACT PERSON	TELEPHONE/EMAIL
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
8. Changes to proposed agreement – Bidder should mark up draft contract if changes are sought
9. Submit on separate page the information requested in items 2, 3 and 4 on pages 5 and 6 of this Request for Proposal

BID SUBMITTED BY:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

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ATTACHMENT F

AGREEMENT FOR PROFESSIONAL SERVICES

**ASBESTOS REMOVAL PLAN, PROJECT MONITORING AND AIR SAMPLING
START AND COMPLETION DEADLINES**

- | | | |
|----|--|---|
| a. | Commencement Date | Date of Execution, which should be on or about Monday, April 27, 2015 |
| b. | Completion of Asbestos Removal Plan and submission to all appropriate regulatory authorities | Nine (9) days after Date of Execution, which should be on or about Wednesday, May 6, 2015 |
| c. | Start of Project Monitoring | Day the Asbestos Abatement Company starts its preparation at the Town Hall, which should be on or about Monday, June 8, 2015 |
| d. | Start of Air Sampling | Day the asbestos removal starts, which should be on or about Monday, June 8, 2015 |
| e. | Completion of Project Monitoring and Air Sampling | Day the Asbestos Abatement Company completes the asbestos removal and removes all debris and its equipment from the Town Hall, which should be on or about Wednesday, June 17, 2015 |

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ATTACHMENT G

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of individual or Entity Seeking to Enter into the Contract:

Address:

Name and Title of Person submitting this Form:

- 1) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle)

No

Yes

If yes, please answer the next questions:

- 2) Was the basis for the finding of non-responsibility due to a violation of State Finance law (139-j)? (Please circle)

No

Yes

- 3) Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)

No

Yes

- 4) If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity _____

Date of Finding of Non-responsibility _____

Basis of Finding of Non-responsibility _____

- 5) Has any Governmental Entity or other government agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle)

No

Yes

- 6) If yes, please provide details below.

Government Entity _____

Date of Termination or Withholding of Contract _____

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ATTACHMENT H

AGREEMENT FOR PROFESSIONAL SERVICES

ASBESTOS REMOVAL PLAN, PROJECT MONITORING AND AIR SAMPLING

AGREEMENT FOR PROFESSIONAL SERVICES

ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), dated as of the ____ day of April, 2015, between the **TOWN OF RHINEBECK**, a municipal corporation located at 80 East Market Street, Rhinebeck, NY, 12572, hereinafter referred to as "Town" and _____, doing business as _____ having an office for the conduct of business at _____ referred to as "Vendor."

WITNESSETH:

WHEREAS, the Town of Rhinebeck needs to replace its boiler in its Town Hall at 80 East Market Street, Rhinebeck, NY, 12572; and

WHEREAS, the boiler contains asbestos as well as the surrounding pipes in the boiler/utility room;

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES.

a. The Vendor shall render the professional services described in the Contract Scope of Services attached hereto and made a part hereof as **Exhibit B** (hereinafter referred to as the "Scope of Services").

Section 2. VENDOR QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.

a. The Vendor represents and covenants that (i) it is experienced in performing professional work of the types contemplated by the Scope of Services; (ii) at all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and licenses necessary to perform the services described herein; (iii) the Vendor is fully qualified and capable to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver the work products as required by this Agreement, (iv) the Vendor will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, other than those that must be obtained by an Asbestos Abatement Company, and (v) the Vendor will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. The Vendor has examined the site and is knowledgeable of the conditions affecting the work to be done.

c. Unless otherwise authorized in writing in advance by the Town, no subcontractors shall be used to perform the Scope of Services.

d. The Vendor represents and warrants that (i) the Vendor has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Vendor and has been duly executed and delivered by the Vendor and, assuming due execution and delivery by the Town, constitutes a legal, valid, binding and enforceable obligation of the Vendor; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Vendor is bound, or to the knowledge of the Vendor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Vendor or any of its activities or properties.

e. The Vendor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Vendor further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision, the Town shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE. The Scope of Services shall commence upon the delivery by the Town of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the periods set forth at **Exhibit D**. The Scope of Services shall be completed within the period specified at **Exhibit D** except as extended by the Town in writing upon reasonable cause beyond the control of the Vendor. Any extension granted shall be for work and payment purposes only and shall not result in any additional Fees and Expenses other than those agreed to herein.

Section 4. REPORTS; RIGHT TO INSPECT. The Town staff and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Vendor without additional charge.

Section 5. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as **Exhibit A** through **Exhibit F** and incorporated herein as though fully set forth.

Section 6. REPRESENTATIONS AND WARRANTIES.

a. Vendor warrants that the asbestos removal plan ("Plan") it will prepare, if followed by an asbestos abatement company, will remove the asbestos in the boiler/utility room ("Boiler Room"), including in the furnace, in the Rhinebeck Town Hall so that a furnace/heating contractor can work free from asbestos in the Boiler Room to remove the existing boiler and piping and install a new boiler and piping.

b. Vendor warrants that the Plan's monitoring and air sampling will insure that no asbestos fibers are released outside the Boiler Room and, if there are asbestos fibers outside the Boiler Room resulting from the asbestos removal work in the Boiler Room, Vendor will order the asbestos removal work to cease until such time asbestos removal in the Boiler Room does not result in asbestos fibers outside the Boiler Room.

Section 7. FEES AND EXPENSES.

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the Town shall pay the Vendor compensation as set forth at **Exhibit C** ("Fees and Expenses").

b. Upon request, the Vendor shall provide the Town with detailed documentation substantiating all charges. This documentation shall be maintained by the Vendor for a period of six years after the completion of the matter. During that period, the Town shall have the right to audit the Vendor's charges.

Section 8. PAYMENT.

a. Work within the Scope of Services shall be billed for work satisfactorily completed and shall be paid as specified in **Exhibit C**.

b. Invoices shall be submitted to the Town at 80 East Market Street, Rhinebeck, NY, 12572 to the attention of the Town Business Office. At the Town's request, the Vendor shall submit the invoice on a form provided by the Town.

c. The acceptance by the Vendor of payment under this Agreement shall operate as and be a release to the Town from all claims and liability to the Vendor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Vendor under or in connection with the work for which payment is made. Final Payment shall operate as and be a release to the Town from all claims and liability to the Vendor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Vendor under or in connection with this Agreement or for any part thereof.

Section 9. OWNERSHIP OF DOCUMENTS.

All documents, reports, and other materials prepared for or relating to the services provided hereunder shall be at all times the sole and exclusive property of the Town being prepared by Vendor as works for hire, and shall be treated as confidential by the Vendor except as expressly authorized by the Town. The Town intends to use the Asbestos Project Plan to be prepared by Vendor as part of the Town's Request for Proposals from asbestos abatement companies. All work product created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the Town.

Section 10. INDEPENDENT STATUS; TAXES.

a. The Vendor and its employees and agents are independent contractors and not employees of the Town. In accordance with their status as independent contractors, the Vendor covenants and agrees that neither the Vendor nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the Town.

b. Nothing in this Agreement shall impose any liability or duty on the Town for the acts, omissions, liabilities or obligations of the Vendor, or any person, firm, company, agency, association, expert, independent contractor, specialist, trainee, employee, servant, or agent of the Vendor for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workman's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

Section 11. INSURANCE.

a. The Vendor shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to Town, of the following policies of insurance as set forth on Attachment E.

Section 12. INDEMNIFICATION. The Vendor shall defend and indemnify the Town and its officials, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss (including reasonable attorneys' fees and costs) arising directly and indirectly out of (a) breach of this Agreement, (b) the Vendor's, or its officers', employees', agents', contractors', or subcontractors' negligent acts, omissions, or violation of statutory duty or regulations, including without limitation negligent performance of services under this Agreement, or (c) violations of the regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law by Vendor or its officers, employees, agents, contractors, subcontractors or anyone for whose acts or omissions Vendor may be liable. Such indemnity may not be limited by reason or enumeration of any insurance coverage required, including workers' compensation or other employee benefit acts. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 13. RIGHT TO AUDIT AND RECORDS.

a. The Vendor shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the Town access thereto for inspection and photocopying at all reasonable times.

b. All receipts and disbursements are subject to audit by the Town, and the Vendor agrees to cooperate with any audit of this Agreement undertaken by the Town or any entity with jurisdiction to audit the Town, including without limitation any granting agency.

Section 14. COMPLIANCE WITH LAW AND STANDARDS. The Vendor shall comply with all Federal, State and local laws, rules, regulations and recognized standards applicable to performing the services herein, including 12 NYCRR Part 56.

Section 15. DEFAULTS AND REMEDIES.

a. If either party defaults in the observance or performance of any term of this Agreement, and such default continues for more than seven (7) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon three (3) days written notice to the defaulting party. If the default is not capable of being cured within seven (7) days and the defaulting party has commenced cure within seven (7) days and is diligently pursuing efforts to cure, such seven (7) day period shall be extended for ten (10) additional days.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or be construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived in writing by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Any waiver, amendment, release or modification must be specifically set forth in writing by the party agreeing to such waiver, amendment, release or modification.

Section 16. EARLY TERMINATION. The Town shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the Town without cause under this section, the Vendor shall be entitled to compensation for acceptable completed services performed through the date of postponement, suspension, abandonment or termination, such services to be verified by audit. In the event that this Agreement is terminated by the Town for any reason, then within ten days after such termination, the Vendor shall make available to the Town all records, documents and data pertaining to services rendered under this Agreement.

Section 17. SURVIVAL. Notwithstanding anything otherwise provided in this Agreement, including the exhibits to this Agreement and the attachments to the Request for Proposal, this Agreement shall survive until sixty (60) days after completion of the abatement of asbestos in the Boiler/Utility Room of the Town Hall and thereafter the following provisions shall survive indefinitely unless otherwise provided: sections 2, 4, 5, 9, 10, 12, 13, 14, 17, 18, 19, 21, 22 and 23; Exhibit A sections 8, 9, 10, 11, 12, 15; and Exhibit A-1, sections 1, 3 and 5. All rights and obligations which accrue during the term of this Agreement shall survive until satisfied.

Section 18. NOTICES. Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Vendor at:

To the Town at:

Elizabeth Spinzia, Supervisor
Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

With a copy to:

Joseph Gelb
Town Council Member
80 East Market Street
Rhinebeck, NY 12572

Section 19. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

Section 21. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

Section 22. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Town, and not of any member, director, officer, employee or agent of the Town in his individual capacity, and no recourse shall be had

for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the Town.

Section 23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT. This Agreement, including the Exhibits and Attachments hereto, contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may not be amended, changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

Section 25. EXHIBITS AND ATTACHMENTS. All exhibits to this Agreement and attachments to the Request for Proposal in connection with this Agreement are incorporated in this Agreement as though fully set forth.

Section 26. HEADINGS. The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 27. REQUEST FOR PROPOSAL AND RESPONSE. The request for proposal ("RFP") and response of Vendor to the Town's RFP are incorporated in this Agreement as **Exhibit F** as though fully set forth. In the event of any inconsistency between this Agreement and the RFP, this Agreement shall control.

[Remainder of page intentionally left blank.]

**Execution Page for
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

TOWN OF RHINEBECK

Signature: _____

By: _____

VENDOR

Company: _____

Signature: _____

By: _____

This Agreement consists of the Agreement (___ pages including this execution page), together with the following:

EXHIBIT A	STANDARD CLAUSES FOR ALL TOWN CONTRACTS
EXHIBIT A-1	SPECIAL CLAUSES FOR THIS AGREEMENT
EXHIBIT B	CONTRACT SCOPE OF SERVICES
EXHIBIT C	FEES AND EXPENSES
EXHIBIT D	START AND COMPLETION DEADLINES
EXHIBIT E	INSURANCE REQUIREMENTS FOR TOWN OF RHINEBECK
EXHIBIT F	REQUEST FOR PROPOSAL RESPONSE

EXHIBIT A to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
STANDARD CLAUSES FOR ALL TOWN CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Vendor" in this Exhibit A refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Vendor, nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without a previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. **WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provision of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, disability, sex, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of material, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, disability, sex, genetic predisposition or carrier status, or marital status: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Vendor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, provided for a total expenditure in excess of \$25,000, whereby a contracting agency is committed to expend, or does not expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then:

(1) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(2) At the request of the contracting agency, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(3) The Vendor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Vendor shall include the provisions of (1), (2), and (3) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Vendor. Section 312 does not apply to: (i) Agreement; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The Municipality shall consider compliance by the Vendor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Vendor shall comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

5. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore if this is a public work contract, Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law:

(1) If this is a public work contract, Vendor shall comply in all respects with Section 220 of the Labor Law of the State of New York and agrees that no laborer, workman or mechanic in his employ or in the employ of any other person doing the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than 8 hours in any calendar day, or more than 5 days in any one week, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and the wages to be paid for a legal day's work to all laborers, workmen or mechanics in his employ, or in the employ of any other person doing the whole or any part of the work contemplated by this contract, shall be not less than the prevailing rate for work in the same trade or occupation in the locality wherein the work contemplated by this contract is to be performed, and that he will pay in cash each employee engaged in the work contemplated by this contract the wages earned by said employee.

(2) Vendor shall comply in all respects with Section 220 of the Labor Law of the State of New York and agrees that in hiring of employees for the performance of work under this contract or any subcontract hereunder, if allowed, that he, any person acting on behalf of him, it or such subcontractor will not, by any reason of race, creed, color, disability, sex, or national origin, intimidate or discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment herein relates, that if Vendor or any subcontractor, or any person on its behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the work under this contract on account of race, creed, color, disability, sex, or national origin, there may be deducted from the amount payable to Vendor by the Town under this contract a penalty of fifty dollars (\$50) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions herein, and that this contract may be cancelled or terminated by the Town, and all money due to, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section.

(3) If this is a public work contract, in compliance with Section 220 of the Labor Law of the State of New York, the contract requirements and schedule of hourly minimum rates of wages including supplements for welfare, pension, vacation and other benefits given in the current New York State Wage Determination Schedule, shall apply to this contract. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees. Section 220 of the Labor Law of the State of New York states that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practice in the locality." The supplements listed on the Dutchess Co. Prevailing Wage Schedule do not necessarily include all types of prevailing supplements in the locality, and a future determination

of the Industrial Commissioner may require Vendor to provide additional supplements. Vendor shall provide statutory benefits for disability benefits, worker's compensation, unemployment insurance, and social security, which it agrees to maintain for the life of the contract, and Vendor further agrees that the contract shall be void and of no effect unless Vendor obtains, and maintains for the life of the contract, Worker's Compensation insurance. Vendor agrees to insert this provision in all subcontracts into which it enters. The fact that there is no minimum wage rate stated for some classifications found to be necessary on the project will in no way affect the obligation of Vendor or his compensation therefore.

6. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 2878 of the Public Authority Law, if this contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Vendor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Vendor agrees, as a material condition of this contract, that neither the Vendor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Vendor, or any of the aforesaid affiliates of Vendor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any of appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Vendor shall so notify the Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Vendor under this contract up to any amounts due and owing by the Vendor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. **RECORD-KEEPING REQUIREMENT.** The Vendor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract

or the end date of the term stated in the contract.

The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) Vendor shall timely inform the Municipality's Supervisor with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending of future litigation.

10. **LIABILITY.** Vendor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Vendor, in connection with their services under this contract. Further, it is expressly understood that Vendor shall indemnify and save harmless the Municipality from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Vendor, and such indemnify shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. In addition to the methods of service allowed by the State Civil Practice Law & Rules, Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient.

13. **OBSERVANCE OF LAWS.** The Vendor agrees to observe all Federal, State and local laws and regulations and to procure and maintain, at its own cost all necessary licenses, waivers, permissions and permits of every nature necessary to perform the work.

14. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Vendor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision for goods, work or services.

15. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all exhibits thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall not control, except that to the extent required for the purpose of obtaining Federal aid in connection with this contract, any contract provisions required for Federal aid projects shall supersede any conflicting provisions.

16. **DUST HAZARD.** Vendor shall comply in all respects with Section 222-a of the Labor Law of the State of New York which requires that if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by Vendor, and that, if the provisions of Section 222-a concerning harmful dust hazards are not complied with, the Agreement shall be void and all money due to, or to become due hereunder shall be forfeited.

EXHIBIT A-1 to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
SPECIAL CLAUSES FOR THIS AGREEMENT

The parties to the attached contract, entitled AGREEMENT FOR PROFESSIONAL SERVICES, ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING, (hereinafter, "this Contract" or "the Contract") agree to be bound by the following clauses which are made a part of the Contract. The word "Vendor" in this Exhibit A-1 refers to any party other than the Town of Rhinebeck (the "Town").

1. Payrolls and basic records. (a) Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work described in the Scope of Services ("Work") and preserved for a period of six years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
2. Qualifications. Vendor shall have an asbestos handling license, provide personnel who have required and approved training and asbestos certificates appropriate to perform the duties of Vendor under this agreement.
3. Warranties and Guarantees. Vendor warrants and guarantees that:
 - (a) Vendor is financially and technically qualified to perform the Work;
 - (b) Vendor is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Contract;
 - (c) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted construction and design standards and best engineering practices;
 - (d) all materials, equipment and workmanship furnished by it in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted construction and design standards and best engineering practices;
 - (e) neither the Vendor nor any, of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(f) there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the work;

(g) Vendor has no actual knowledge that any information or document or statement furnished by the Vendor in connection with this Contract contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work.

4. Wage Rate Requirements. In accordance with Federal requirements and the New York State Labor Law, all laborers and mechanics employed by Vendors providing construction related services on the Work, and the total contract price is \$2,000 or more, shall be paid wages at rates not less than those prevailing on works of a character similar in the locality as determined by the United States Secretary of Labor in accordance with, subchapter IV of chapter 31 of title 40, United States Code.

(a) Minimum wages.

(i) If this is a public work contract, all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics.

(ii) (1) If this is a public work contract, any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits therefore will be approved only when the following criteria have been met:

01. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

02. The classification is utilized in the area by the construction industry; and

03. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If this is a public work contract, in the event the subcontractor, laborers or mechanics to be employed in the classification or their representatives, and the Vendor do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Vendor shall refer the questions, including the views of all interested parties and the recommendation of the Vendor, to the Administrator for determination. The Administrator, or an authorized representative, is required to issue a

determination within 30 days of receipt and so advise the Vendor or will notify the Vendor within the 30-day period that additional time is necessary.

(3) If this is a public work contract, the wage rate (including fringe benefits where appropriate) shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) If this is a public work contract, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(b) Withholding. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Vendor under this Contract so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Vendor or any subcontractor, the full amount of wages required by the Contract.

(c) Subcontracts. No part of this Contract shall be subcontracted to any person or firm.

5. Liens. In the event Vendor has a lien on the Town's property located at 80 East Market Street, Rhinebeck, New York 12572, upon receipt of full payment by Vendor, the Vendor agrees it will not in any way claim or file a mechanic's or other lien against the stated property or any part thereof and hereby formally and irrevocably releases and waives any and every lien, charge or claim of any nature whatsoever that it has or may at any time be entitled to have against the property in connection with this Agreement and the work to be performed thereunder.

EXHIBIT B to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
CONTRACT SCOPE OF SERVICES

The Scope of Services shall include the following:

1. Vendor will design an asbestos removal plan ("Plan") for the Boiler/Utility Room of the Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, NY 12572 and submit and obtain approvals and/or permits from all necessary regulatory authorities to commence work to abate such asbestos from the boiler and pipes in that room, other than approvals and/or permits which must be obtained by the entity doing the actual asbestos abatement work. Vendor will be responsible for arranging all permit inspections. Please note, for local permits, the Rhinebeck Town Hall is located in the Village of Rhinebeck.
2. Vendor will monitor the implementation of the Plan.
3. Vendor will conduct air sampling during the implementation of the Plan.
4. Vendor will perform all its work under this Agreement in conformity with 12 NYCRR Part 56.
5. Vendor will cooperate with the Town to facilitate the prompt removal of the asbestos from the Boiler/Utility Room and shall report to the Town any failures by the asbestos removal company to perform the work for which it is engaged in a safe and proper manner.

EXHIBIT C to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
FEES AND EXPENSES

1. Completion of design of asbestos removal \$ _____
plan, including submission to all regulatory
authorities and obtain all necessary
approvals and/or permits to commence work
2. Completion of required monitoring of the \$ _____
removal of the asbestos in the Boiler/Utility
Room
3. Completion of the required air sampling \$ _____
during the removal of the asbestos in the
Boiler/Utility Room

Payment of the invoice for the entire project will be made after approval by the Town Board at its next scheduled meeting after proper submission of that invoice to the Town Business Office, Town of Rhinebeck, 80 East Market Street, Rhinebeck, NY 12572.

EXHIBIT D to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
START AND COMPLETION DEADLINES

- | | | |
|----|--|---|
| a. | Commencement Date | Date of Execution, which should be on or about Monday, April 27, 2015 |
| b. | Completion of Asbestos Removal Plan and submission to all appropriate regulatory authorities | Nine (9) days after Date of Execution, which should be on or about Wednesday, May 6, 2015 |
| c. | Start of Project Monitoring | Day the Asbestos Abatement Company starts its preparation at the Town Hall, which should be on or about Monday, June 8, 2015 |
| d. | Start of Air Sampling | Day the asbestos removal starts, which should be on or about Monday, June 8, 2015 |
| e. | Completion of Project Monitoring and Air Sampling | Day the Asbestos Abatement Company completes the asbestos removal and removes all debris and its equipment from the Town Hall, which should be on or about Wednesday, June 17, 2015 |

**EXHIBIT E to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS PLAN, PROJECT MONITORING and AIR SAMPLING**

INSURANCE REQUIREMENTS FOR TOWN OF RHINEBECK

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Vendor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of Rhinebeck certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2 form and a DB-120.1 form must be completed by the insurance carrier, attesting to the existence of proper insurance coverages. The insurance coverage must be under the Company name, Federal employer identification number and policy number issued to the Bidder. Waiver of Subrogation to be included.
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of Rhinebeck and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Vendor waives all rights of subrogation or similar rights against Town of Rhinebeck, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - A. Town of Rhinebeck and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of Rhinebeck, assigns, officers, employees, representatives and agents.
 - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000 per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of Rhinebeck as the Named Insured, and maintained during the life of this contract which will protect the Town of Rhinebeck from claims for damages for Bodily Injury and Property Damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.
- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of Rhinebeck. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of Rhinebeck no less than thirty (30) days prior to expiration or cancellation.

The Vendor shall furnish to Town of Rhinebeck Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of Rhinebeck as an Additional Insured by endorsement. The Vendor acknowledges that failure to obtain such insurance on behalf of the Town of Rhinebeck constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Rhinebeck. The failure of the Town of Rhinebeck to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Rhinebeck.

The cost of furnishing the above insurance shall be borne by the Vendor, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

EXHIBIT F to
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING
REQUEST FOR PROPOSAL AND RESPONSE